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FREDERICK W. GIBB, III Gibb & Rahman, LLC 2568-A RIVA ROAD SUITE 304 ANNAPOLIS, MD 21401			EXAMINER DWIVEDI, MAHESH H	
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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

10/709,793

Applicant(s)

ANDRA ET AL.

Examiner

Mahesh H. Dwivedi

Art Unit

2168

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 11 October 2007.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-6, 8-16 and 18 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-6, 8-16 and 18 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 28 April 2004 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

Response to Amendment

1. Receipt of Applicant's Amendment, filed on 10/11/2007, is acknowledged. The amendment includes the cancellation of claims 7 & 17, and the amending of claims 1-6, 8-16, and 18-24.

Claim Objections

2. Claims 2-6, 8-10, 12-16, 18-20, and 22-24 are objected to because of the following informalities: The amended limitation of "all the limitations of which are incorporated herein by reference" is not needed because it is assumed that the limitations of the parent claims by which the dependent claims depend on are already incorporated by reference. Appropriate correction is required.

Claim Rejections - 35 USC § 112

3. The following is a quotation of the second paragraph of 35 U.S.C. 112:
The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.
4. Claims 2-6, 8-10, 12-16, 18-20, and 22-24 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Specifically, the limitation of "all the limitations of which are incorporated herein by reference" in the dependent claims are indefinite because the limitations states that every single limitation is incorporated in every single dependent claim. However, dependent claims cannot incorporate limitations of claims that they are parent to, and claims that they are not related to. Dependent claims can only incorporate the claims of its parents.

Claim Rejections - 35 USC § 103

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:
(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which

said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

6. This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

7. Claims 1-6, 8-16, and 18-24 are rejected under 35 U.S.C. 103(a) as being unpatentable over **Dan et al.** (U.S. PG PUB 2002/0178103), in view of **Thomas** (U.S. PG PUB 2003/0167446), and in view of **Albazz et al.** (U.S. PG PUB 2002/0042757).

8. Regarding claims 1 and 11, **Dan** teaches a method and a program storage device comprising:

A) establishing an original pre-defined data type definition format for an XML transaction (Paragraphs 31, 50, & 58, Figures 8-9);

C) pre-building static structures of said XML transaction (Paragraphs 33-35);

E) classifying dynamic structures of said XML transaction with empty tags and single occurrence classifiers for repeating dynamic structures (Paragraphs 34-35);

I) wherein an occurrence of said runtime of said XML transaction occurs when said XML transaction occurs when said XML transaction is sent to a trading partner (Paragraphs 33-34, 36);

J) wherein said combining comprises filling the empty tags of said dynamic structures (Paragraphs 34-35); and

K) constructing a final XML structure based on the combining process (Paragraph 46);

L) wherein said final XML structure comprises fully built dynamic structures that comprise completely filled tags (Paragraphs 34-35, 46).

The examiner notes that **Dan** teaches **“establishing an original pre-defined data type definition format for an XML transaction”** as “According to the invention, a meta-contract governs or controls the negotiation process. The meta contract is either pre-negotiated or formed from information provided by the parties in one or more electronic documents, preferably in the form of profiles, described in greater detail below... Before creating a meta-contract, the parties must first accept a negotiation protocol to be used during the negotiation process. After the parties accept the negotiation protocol, a meta-contract may be formed and the parties may begin a negotiation” (Paragraph 31), “FIG. 8 illustrates the preferred data type definition (DTD) covering all offer documents” (Paragraph 50), and “FIG. 9 illustrates the preferred data type definition (DTD) covering all counter offer documents” (Paragraph 58). The examiner further notes that **Dan** teaches **“pre-building static structures of said XML transaction”** as “The profile serves as the starting point of a negotiation by providing an initial version of a contract document” (Paragraph 33), “The profile may be expressed, for example, as an XML document whose contents may be incorporated into a contract” (Paragraph 34), and “One example of a contract template is an almost-complete electronic contract document with a few fields left blank” (Paragraph 34). The examiner further notes that **Dan** teaches **“classifying dynamic structures of said XML transaction with empty tags and single occurrence classifiers for repeating dynamic structures”** as “a negotiable field 1023 or 1024 may be treated as a blank that may be completed by the negotiating party” (Paragraph 35). The examiner further notes that **Dan** teaches **“wherein an occurrence of said runtime of said XML transaction occurs when said XML transaction occurs when said XML transaction is sent to a trading partner”** as “The profile serves as the starting point of a negotiation by providing an initial version of a contract document” (Paragraph 33), “The profile may be expressed, for example, as an XML document whose

contents may be incorporated into a contract" (Paragraph 34), and "One example of a contract template is an almost-complete electronic contract document with a few fields left blank" (Paragraph 34). The examiner further wishes to state that the initial contract must combine the static fields (almost complete portions) and dynamic fields (the blank portions) at runtime (when the contract is sent to other party). The examiner further notes that **Dan** teaches **"wherein said combining comprises filling the empty tags of said dynamic structures"** as "a negotiable field 1023 or 1024 may be treated as a blank that may be completed by the negotiating party" (Paragraph 35). The examiner further notes that **Dan** teaches **"constructing a final XML structure based on the combining process"** as "the negotiation continues 370 to step 380 where the negotiation is complete and step 390 leads to the service contract or TPA" (Paragraph 46). The examiner further notes that **Dan** teaches **"wherein said final XML structure comprises fully built dynamic structures that comprise completely filled tags"** as "the negotiation continues 370 to step 380 where the negotiation is complete and step 390 leads to the service contract or TPA" (Paragraph 46).

Dan does not explicitly teach:

- B) creating a copy of said original pre-defined data type definition format for said XML transaction; and
- M) wherein said final XML structure is validated by comparing said final XML structure against said copy of said original pre-defined data type definition format for said XML transaction.

Thomas, however, teaches **"creating a copy of said original pre-defined data type definition format for said XML transaction"** as "the processor reads 12 the document type definition (DTD) of the first XML file and creates a copy 13 of the DTD" (Paragraph 38) and **"wherein said final XML structure is validated by comparing said final XML structure against said copy of said original pre-defined data type definition format for said XML transaction"** as "Once the user has finished entering modifications to the XML

file and all of the modifications have been found to be either not significant or valid semantic changes, the temporary version of the XML file in the RAM 7 is written over the original XML file in the first storage region 4" (Paragraph 44).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of the cited references because teaching **Thomas's** would have allowed **Dan's** to provide a method to record changes to a markup language file by validating them in order to allow that file to be in compliance with constraints defined in a set of declarations, as noted by **Thomas** (Paragraph 5).

Dan and Thomas do not explicitly teach:

- D) wherein said static structures comprise a pre-built XML data structure with pre-filled values based on a transaction type;
- F) building a list of a sequence of said static and dynamic structures;
- G) linking said list to the XML transaction and said predetermined trading partner profile;
- H) combining said static structures with said dynamic structures at a runtime to construct said XML transaction based on said sequence, said type of XML transaction, said trading partner profile, and said dynamic structures of said XML transaction.

Albazz, however, teaches "**wherein said static structures comprise a pre-built XML data structure with pre-filled values based on a transaction type**" as "the preferred embodiment of the invention provides for the creation of many different Ts&Cs Sets using the Business Rules Book. Each Ts&Cs Set represents an integrated set of terms and conditions which can be used selectively by the sales group to prepare and propose contracts to prospective buyer organizations. In a marketplace, different Ts&Cs Sets created by a supplier can be used by the e-commerce site to respond to a request for quotation (RFQ) from a buyer either by automatic rating and matching of the request or by pre-assigning a Ts&Cs Set to the buyer" (Paragraph 55) and "During the contract negotiation process the seller may decide to switch into a more attractive Ts&Cs

Set, to overcome buyer reluctance or a competitive offer and win the buyer's business. This is readily done by simply referencing a different Ts&Cs Set identifier or reference number in the proposed contract or in response to an RFQ. Once a contract is approved and signed by the buyer, a copy of the selected Ts&Cs Set becomes an integral part of that contract. A contract may only include one Ts&Cs Set" (Paragraph 68), **"building a list of a sequence of said static and dynamic structures"** as "Product List Filter (PLF) is a representation of a seller's product list which replaces the complete list of all products available from a seller organization (as used herein the term "products" includes both products and services). This representation comprises products selection and/or exclusion criteria, based on a selection metaphor. The representation criteria are structured and stored in a way that ensures rebuilding the targeted product list from a master product catalog, or from multiple catalogs or other product information sources, any time the target product list is required. Depending upon the used PLF, a generated list could be static with the same products being produced at every run, or could be dynamic with new products being added or removed according to changes taking place at the seller organization. FIG. 5 illustrates an example of the creation and storage of a Product List Filter" (Paragraph 76), **"linking said list to the XML transaction and said predetermined trading partner profile"** as "PLFs can be implemented within the contract preparation and negotiation cycles in different scenarios. For example, a seller may define a product list to be offered to a particular buyer and create a specific PLF for that list" (Paragraph 79), and "seller can define one or more PLFs that can be linked to offered Ts&Cs Sets or restricted to certain buyers, thus controlling the content of the product list on a buyer-specific basis. The specified buyer(s) become a target buyer for the filtered product list, and PLFs enforce the products viewable by any particular buyer in the execution aspect of the invention, discussed below, whenever the buyer accesses the seller's e-commerce site (store or marketplace). The buyer can then select or search for required products from the filtered version of the seller's master product list" (Paragraph 80), and

“combining said static structures with said dynamic structures at a runtime to construct said XML transaction based on said sequence, said type of XML transaction, said trading partner profile, and said dynamic structures of said XML transaction” as “All contract Static Elements and Dynamic Elements are tied together in a contract profile, which includes linking the Product List Filter(s) and any Dynamic Elements in the Terms and Conditions Set. FIG. 6 illustrates an example of linking a Ts&Cs Page having a multiple Folds to a multiple-tier PLF. Other scenarios might involve linking Ts&Cs Page Folds to other contract elements, for example to different divisions of a buyer organization” (Paragraph 81).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of the cited references because teaching **Albazz’s** would have allowed **Dan’s** and **Thomas’s** to provide a method to increase the flexibility of contract negotiation through the removal of rigid pre-defined terms and subsequent replacement of dynamic best-fit terms, as noted by **Albazz** (Paragraph 12).

Regarding claims 2 and 12, **Dan** further teaches a method and program storage device comprising:

A) wherein said XML transaction occurs in a business-to-business (B2B) electronic environment (Paragraph 29).

The examiner notes that **Dan** teaches **“wherein said XML transaction occurs in a business-to-business (B2B) electronic environment”** as “method of automated negotiations of the invention is capable of producing a contract such as, for example, a service contract, and preferable a business-to-business (B-B) service contract” (Paragraph 29).

Regarding claims 3 and 13, **Dan** further teaches a method and program storage device comprising:

A) predefining said trading partner profile associated with a predetermined trading entity (Paragraph 38).

The examiner notes that **Dan** teaches **“predefining said trading partner profile associated with a predetermined trading entity”** as “when each of the parties has a preexisting profile, an initial version of a contract may be created by automatically combining information from the profiles, subject to a later negotiation process” (Paragraph 38).

Regarding claims 4 and 14, **Dan** further teaches a method and program storage device comprising:

A) wherein said pre-building of said static structures occurs prior to runtime of said XML transaction (Paragraphs 33-34).

The examiner notes that **Dan** teaches **“wherein said pre-building of said static structures occurs prior to runtime of said XML transaction”** as “The profile serves as the starting point of a negotiation by providing an initial version of a contract document” (Paragraph 33), “The profile may be expressed, for example, as an XML document whose contents may be incorporated into a contract” (Paragraph 34), and “One example of a contract template is an almost-complete electronic contract document with a few fields left blank” (Paragraph 34). The examiner further notes that contract of **Dan’s** runs once the negotiation phase begins to fill in the initial blank negotiable fields 1023 and 1024.

Regarding claims 5 and 15, **Dan** does not explicitly teach a method and program storage device comprising:

A) wherein the construction of said final XML structure follows definition established by said copy of said original pre-defined data type definition format for said XML transaction.

Thomas, however teaches **“wherein the construction of said final XML structure follows definition established by said copy of said original pre-defined data type definition format for said XML transaction”** as “The

XML file is read and a temporary copy made and stored 28 in the RAM 7. The temporary copy of the contents of the XML file is displayed 29 by means of the output interface 10 so that a user is able to input modifications to the XML file via the input interface 9... Once the user has finished entering modifications to the XML file and all of the modifications have been found to be either not significant or valid semantic changes, the temporary version of the XML file in the RAM 7 is written over the original XML file in the first storage region 4. Of course, the modified version of the XML file may be stored separately from the original version of the XML file instead of overwriting the original XML version" (Paragraphs 43-44).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of the cited references because teaching **Thomas's** would have allowed **Dan's** to provide a method to record changes to a markup language file by validating them in order to allow that file to be in compliance with constraints defined in a set of declarations, as noted by **Thomas** (Paragraph 5).

Regarding claims 6 and 16, **Dan** further teaches a method and program storage device comprising:

- A) filling said empty tags of said dynamic structures with business data values (Paragraphs 34-35); and
- B) building multiple repeating dynamic structures at runtime of said XML transaction (Paragraphs 34-35, 44).

The examiner notes that **Dan** teaches "**filling said empty tags of said dynamic structures with business data values**" as "a negotiable field 1023 or 1024 may be treated as a blank that may be completed by the negotiating party" (Paragraph 35) and "**building multiple repeating dynamic structures at runtime of said XML transaction**" as "A negotiation comprises one or more sub negotiations. Each sub negotiation involves a subset of all of the items to be negotiated" (Paragraph 44).

Regarding claims 8 and 18, **Dan** further teaches a method and program storage device comprising:

A) wherein said trading partner profile comprises partner data, communication protocol data, transaction data, transaction format data, and XML format version data (Paragraphs 33-35, Figure 4).

The examiner notes that **Dan** teaches **“wherein said trading partner profile comprises partner data, communication protocol data, transaction data, transaction format data, and XML format version data”** as “The profile may include information such as: products and services provided, specific business processes that the service provider can perform, security requirements, and technology information such as which message-exchange protocols are supported by the service provider” (Paragraph 33) and “Allowable choices 1014 may cover, for example, business and/or technical considerations such as a list of supported transport protocols, a list of supported shipping and transport services (such as overnight shipping, airmail delivery, etc.), delivery times, and/or the optional use of preexisting meta contract” (Paragraph 35).

Regarding claims 9 and 19, **Dan** further teaches a method and program storage device comprising:

A) wherein said pre-building of said static structures and a pre-building of said dynamic structures occurs at a time of installation of said trading partner profile in a database in said computer system (Paragraph 10).

The examiner notes that **Dan** teaches **“wherein said pre-building of said static structures and a pre-building of said dynamic structures occurs at a time of installation of said trading partner profile in a database in said computer system”** as “providing a starting state for a contract, wherein the starting state may be a previous contract, a publicly defined template such as, for example, Open Buying on the Internet (OBI), or a template defined prior to the negotiation by one of the parties” (Paragraph 10).

Regarding claims 10 and 20, **Dan** further teaches a method and program storage device comprising:

- A) linking said static structures to a type of XML transaction and said predetermined trading partner profile (Paragraphs 32-34); and
- B) storing the linked static structures in said database (Paragraph 37).

The examiner notes that **Dan** teaches **“linking said static structures to a type of XML transaction and said predetermined trading partner profile”** as “Starting definitions and values for these types of information in the negotiated contract may be provided in a TPA template or party profile” (Paragraph 32) and **“storing the linked static structures in said database”** as “In a preferred embodiment of the invention, an initial version of a contract may be obtained from a repository that contains a collection of searchable information, including individual businesses’ contract templates or profiles and other related information” (Paragraph 37).

- Regarding claim 21, **Dan** teaches a computer system comprising:
- A) means for establishing an original pre-defined data type definition format for an XML transaction (Paragraphs 31, 50, & 58, Figures 8-9);
 - C) means for pre-building static structures of said XML transaction (Paragraphs 33-35);
 - E) means for classifying dynamic structures of said XML transaction with empty tags and single occurrence classifiers for repeating dynamic structures (Paragraphs 34-35);
 - I) wherein an occurrence of said runtime of said XML transaction occurs when said XML transaction occurs when said XML transaction is sent to a trading partner (Paragraphs 33-34, 36);
 - J) wherein said combining comprises filling the empty tags of said dynamic structures (Paragraphs 34-35); and

K) means for constructing a final XML structure based on the combining process (Paragraph 46);

L) wherein said final XML structure comprises fully built dynamic structures that comprise completely filled tags (Paragraphs 34-35, 46).

The examiner notes that **Dan** teaches **“means for establishing an original pre-defined data type definition format for an XML transaction”** as “According to the invention, a meta-contract governs or controls the negotiation process. The meta contract is either pre-negotiated or formed from information provided by the parties in one or more electronic documents, preferably in the form of profiles, described in greater detail below... Before creating a meta-contract, the parties must first accept a negotiation protocol to be used during the negotiation process. After the parties accept the negotiation protocol, a meta-contract may be formed and the parties may begin a negotiation” (Paragraph 31), “FIG. 8 illustrates the preferred data type definition (DTD) covering all offer documents” (Paragraph 50), and “FIG. 9 illustrates the preferred data type definition (DTD) covering all counter offer documents” (Paragraph 58). The examiner further notes that **Dan** teaches **“means for pre-building static structures of said XML transaction”** as “The profile serves as the starting point of a negotiation by providing an initial version of a contract document” (Paragraph 33), “The profile may be expressed, for example, as an XML document whose contents may be incorporated into a contract” (Paragraph 34), and “One example of a contract template is an almost-complete electronic contract document with a few fields left blank” (Paragraph 34). The examiner further notes that **Dan** teaches **“means for classifying dynamic structures of said XML transaction with empty tags and single occurrence classifiers for repeating dynamic structures”** as “a negotiable field 1023 or 1024 may be treated as a blank that may be completed by the negotiating party” (Paragraph 35). The examiner further notes that **Dan** teaches **“wherein an occurrence of said runtime of said XML transaction occurs when said XML transaction occurs when said XML transaction is sent to a trading partner”** as “The

profile serves as the starting point of a negotiation by providing an initial version of a contract document" (Paragraph 33), "The profile may be expressed, for example, as an XML document whose contents may be incorporated into a contract" (Paragraph 34), and "One example of a contract template is an almost-complete electronic contract document with a few fields left blank" (Paragraph 34). The examiner further wishes to state that the initial contract must combine the static fields (almost complete portions) and dynamic fields (the blank portions) at runtime (when the contract is sent to other party). The examiner further notes that **Dan** teaches **"wherein said combining comprises filling the empty tags of said dynamic structures"** as "a negotiable field 1023 or 1024 may be treated as a blank that may be completed by the negotiating party" (Paragraph 35). The examiner further notes that **Dan** teaches **"means for constructing a final XML structure based on the combining process"** as "the negotiation continues 370 to step 380 where the negotiation is complete and step 390 leads to the service contract or TPA" (Paragraph 46). The examiner further notes that **Dan** teaches **"wherein said final XML structure comprises fully built dynamic structures that comprise completely filled tags"** as "the negotiation continues 370 to step 380 where the negotiation is complete and step 390 leads to the service contract or TPA" (Paragraph 46).

Dan does not explicitly teach:

- B) means for creating a copy of said original pre-defined data type definition format for said XML transaction; and
- M) wherein said final XML structure is validated by comparing said final XML structure against said copy of said original pre-defined data type definition format for said XML transaction.

Thomas, however, teaches **"means for creating a copy of said original pre-defined data type definition format for said XML transaction"** as "the processor reads 12 the document type definition (DTD) of the first XML file and creates a copy 13 of the DTD" (Paragraph 38) and **"wherein said final XML structure is validated by comparing said final XML structure against said**

copy of said original pre-defined data type definition format for said XML transaction” as “Once the user has finished entering modifications to the XML file and all of the modifications have been found to be either not significant or valid semantic changes, the temporary version of the XML file in the RAM 7 is written over the original XML file in the first storage region 4” (Paragraph 44).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of the cited references because teaching **Thomas’s** would have allowed **Dan’s** to provide a method to record changes to a markup language file by validating them in order to allow that file to be in compliance with constraints defined in a set of declarations, as noted by **Thomas** (Paragraph 5).

Dan and Thomas do not explicitly teach:

- D) wherein said static structures comprise a pre-built XML data structure with pre-filled values based on a transaction type;
- F) means for building a list of a sequence of said static and dynamic structures;
- G) means for linking said list to the type of XML transaction and said predetermined trading partner profile;
- H) means for combining said static structures with said dynamic structures at a runtime of said XML transaction based on said sequence, said type of XML transaction, said trading partner profile, and said dynamic structures of said XML transaction.

Albazz, however, teaches “**wherein said static structures comprise a pre-built XML data structure with pre-filled values based on a transaction type**” as “the preferred embodiment of the invention provides for the creation of many different Ts&Cs Sets using the Business Rules Book. Each Ts&Cs Set represents an integrated set of terms and conditions which can be used selectively by the sales group to prepare and propose contracts to prospective buyer organizations. In a marketplace, different Ts&Cs Sets created by a supplier can be used by the e-commerce site to respond to a request for quotation (RFQ) from a buyer either by automatic rating and matching of the request or by pre-

assigning a Ts&Cs Set to the buyer" (Paragraph 55) and "During the contract negotiation process the seller may decide to switch into a more attractive Ts&Cs Set, to overcome buyer reluctance or a competitive offer and win the buyer's business. This is readily done by simply referencing a different Ts&Cs Set identifier or reference number in the proposed contract or in response to an RFQ. Once a contract is approved and signed by the buyer, a copy of the selected Ts&Cs Set becomes an integral part of that contract. A contract may only include one Ts&Cs Set" (Paragraph 68), **"means for building a list of a sequence of said static and dynamic structures"** as "Product List Filter (PLF) is a representation of a seller's product list which replaces the complete list of all products available from a seller organization (as used herein the term "products" includes both products and services). This representation comprises products selection and/or exclusion criteria, based on a selection metaphor. The representation criteria are structured and stored in a way that ensures rebuilding the targeted product list from a master product catalog, or from multiple catalogs or other product information sources, any time the target product list is required. Depending upon the used PLF, a generated list could be static with the same products being produced at every run, or could be dynamic with new products being added or removed according to changes taking place at the seller organization. FIG. 5 illustrates an example of the creation and storage of a Product List Filter" (Paragraph 76), **"means for linking said list to the type of XML transaction and said predetermined trading partner profile"** as "PLFs can be implemented within the contract preparation and negotiation cycles in different scenarios. For example, a seller may define a product list to be offered to a particular buyer and create a specific PLF for that list" (Paragraph 79), and "seller can define one or more PLFs that can be linked to offered Ts&Cs Sets or restricted to certain buyers, thus controlling the content of the product list on a buyer-specific basis. The specified buyer(s) become a target buyer for the filtered product list, and PLFs enforce the products viewable by any particular buyer in the execution aspect of the invention, discussed below, whenever the buyer

accesses the seller's e-commerce site (store or marketplace). The buyer can then select or search for required products from the filtered version of the seller's master product list" (Paragraph 80), and **"means for combining said static structures with said dynamic structures at a runtime of said XML transaction based on said sequence, said type of XML transaction, said trading partner profile, and said dynamic structures of said XML transaction"** as "All contract Static Elements and Dynamic Elements are tied together in a contract profile, which includes linking the Product List Filter(s) and any Dynamic Elements in the Terms and Conditions Set. FIG. 6 illustrates an example of linking a Ts&Cs Page having a multiple Folds to a multiple-tier PLF. Other scenarios might involve linking Ts&Cs Page Folds to other contract elements, for example to different divisions of a buyer organization" (Paragraph 81).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of the cited references because teaching **Albazz's** would have allowed **Dan's** and **Thomas's** to provide a method to increase the flexibility of contract negotiation through the removal of rigid pre-defined terms and subsequent replacement of dynamic best-fit terms, as noted by **Albazz** (Paragraph 12).

Regarding claim 22, **Dan** teaches a computer system comprising:

- A) means for predefining said trading partner profile associated with a predetermined trading entity (Paragraph 38);
- B) means for filling said empty tags of said dynamic structures with business data values (Paragraphs 34-35); and
- C) building multiple repeating dynamic structures at runtime of said XML transaction (Paragraphs 34-35, 44);
- D) means for linking said static structures to a type of XML transaction and said predetermined trading partner profile (Paragraphs 5, and 32-34); and
- E) means for storing the linked static structures (Paragraph 37).

The examiner notes that **Dan** teaches **“means for predefining said trading partner profile associated with a predetermined trading entity”** as “when each of the parties has a preexisting profile, an initial version of a contract may be created by automatically combining information from the profiles, subject to a later negotiation process” (Paragraph 38), **“means for filling said empty tags of said dynamic structures with business data values”** as “a negotiable field 1023 or 1024 may be treated as a blank that may be completed by the negotiating party” (Paragraph 35), **“building multiple repeating dynamic structures at runtime of said XML transaction”** as “A negotiation comprises one or more sub negotiations. Each sub negotiation involves a subset of all of the items to be negotiated” (Paragraph 44), **“means for constructing a final XML structure using said means for combining”** as “the negotiation continues 370 to step 380 where the negotiation is complete and step 390 leads to the service contract or TPA” (Paragraph 46), **“means for linking said static structures to a type of XML transaction and said predetermined trading partner profile”** as “The general information about the TPA provides the TPA name, its type and its version. The roles and the participants section specifies the various roles and participants along with the contact information of the business partners, and it also includes the valid duration of the contract, the number of times the contract may be used and how often it may be invoked” (Paragraph 5) and “Starting definitions and values for these types of information in the negotiated contract may be provided in a TPA template or party profile” (Paragraph 32), and **“means for storing the linked static structures”** as “In a preferred embodiment of the invention, an initial version of a contract may be obtained from a repository that contains a collection of searchable information, including individual businesses’ contract templates or profiles and other related information” (Paragraph 37).

Regarding claim 23, **Dan** further teaches a computer system comprising:

A) wherein said static structures are pre-built prior to runtime of said XML transaction (Paragraphs 33-34).

The examiner notes that **Dan** teaches **"wherein said static structures are pre-built prior to runtime of said XML transaction"** as "The profile serves as the starting point of a negotiation by providing an initial version of a contract document" (Paragraph 33), "The profile may be expressed, for example, as an XML document whose contents may be incorporated into a contract" (Paragraph 34), and "One example of a contract template is an almost-complete electronic contract document with a few fields left blank" (Paragraph 34). The examiner further notes that contract of **Dan's** runs once the negotiation phase begins to fill in the initial blank negotiable fields 1023 and 1024.

Regarding claim 24, **Dan** further teaches a computer system comprising:
A) wherein said pre-building of said static structures and said dynamic structures are pre-built at a time of installation of said trading partner profile in a database of said computer system (Paragraph 10).

The examiner notes that **Dan** teaches **"wherein said pre-building of said static structures and said dynamic structures are pre-built at a time of installation of said trading partner profile in a database of said computer system"** as "providing a starting state for a contract, wherein the starting state may be a previous contract, a publicly defined template such as, for example, Open Buying on the Internet (OBI), or a template defined prior to the negotiation by one of the parties" (Paragraph 10).

Response to Arguments

9. Applicant's arguments filed on 10/11/2007 have been fully considered but they are not persuasive.

Applicants argue on page 11 that **"Applicants respectfully submit that the Office Action has incorrectly analogized the "dynamic structures" of the present invention to data structures into which business data may merely be input to empty tags. In fact, the word "dynamic" as used by the**

present invention refers to the dynamic construction of these data structures at runtime to speed XML construction for a business transaction...This interpretation of "dynamic" in the present invention is supported by Paragraph [0027], lines 12 and 13...logic". However, in response to applicant's argument that the references fail to show certain features of applicant's invention, it is noted that the features upon which applicant relies (i.e., **"dynamic construction of these data structures at runtime t speed XML construction for a business transaction"**) are not recited in the rejected claim(s). Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993).

Applicants argue on pages 11-12 that **"nowhere does Dan disclose, teach or suggest that the "negotiable fields" may function as "single occurrence classifies for repeating dynamic structures", as cited by independent claims 1, 11, and 22 of the present invention. Instead, the "negotiable fields" of Dan are merely fields that may be filled with business data prior to runtime for producing an electronic contract"**. However, the examiner wishes to point to paragraph 35 of **Dan** which states "a negotiable field 1023 or 1024 may be treated as a blank that me be completed by the negotiating party" (Paragraph 35). Moreover, the examiner wishes to state that the independent claims do not define what dynamic structures are, and that the blank negotiable fields of **Dan** broadly teach the aforementioned limitation because the fields are subject to change (i.e. dynamic).

Conclusion

10. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

U.S. PGPUB 2005/0005116 issued to **Kasi et al.** on 06 January 2005. The subject matter disclosed therein is pertinent to that of claims 1-6, 8-16, and 18-24 (e.g., methods to generate b2b contracts).

U.S. PGPUB 2006/0059024 issued to **Bailey et al.** on 16 March 2006. The subject matter disclosed therein is pertinent to that of claims 1-6, 8-16, and 18-24 (e.g., methods to generate b2b contracts).

U.S. PGPUB 20020138399 issued to **Hayes et al.** on 26 September 2002. The subject matter disclosed therein is pertinent to that of claims 1-6, 8-16, and 18-24 (e.g., methods to generate b2b contracts).

U.S. PGPUB 20020091533 issued to **lms et al.** on 11 July 2002. The subject matter disclosed therein is pertinent to that of claims 1-6, 8-16, and 18-24 (e.g., methods to generate b2b contracts).

11. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the date of this final action.

Contact Information

12. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Mahesh Dwivedi whose telephone number is (571) 272-2731. The examiner can normally be reached on Monday to Friday 8:20 am – 4:40 pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Tim Vo can be reached (571) 272-3642. The fax number


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for the organization where this application or proceeding is assigned is (571) 273-8300.

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Mahesh Dwivedi
Patent Examiner
Art Unit 2168


December 20, 2007


TIM VO
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